

Prepared by: Matthew Bolton  
After recording, return to:  
Trustmark Mortgage  
Attn: Matthew Bolton/Loan Adm.  
201 Country Place Parkway  
Pearl, MS 39208  
601-208-7047

Loan No. 4040382  
FHA Case No. 281-3547861-703

**LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 6th day of July, 2012 between Guy Matthew Rivers and Dana Rivers ("Borrower") and Trustmark National Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated February 26, 2009 and recorded in Deed of Trust Book 3001 Page 441 of the Land Records in the Office of the Chancery Clerk Office of Desoto County and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 6766 Braybourne Main Olive Branch MS 38654.

The real property described being set forth as follows:  
**See Exhibit "A"**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of July 1, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$179,461.78, consisting of the amount (s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.50% from July 1, 2012. The Borrower promises to make monthly payments of principal and interest of U.S. \$805.87, beginning on August 1, 2012 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2042 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

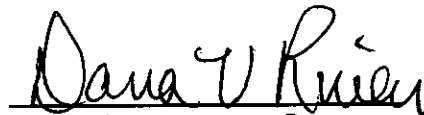
The Borrower will make such payments at 201 Country Place Parkway, Pearl, MS 39208 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person)-without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
6. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default there under. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

  
 Guy Matthew Rivers, Borrower

  
 Dana Rivers, Borrower

**TRUSTMARK NATIONAL BANK**

By: Karnesto Ward  
 Karnesto Ward  
 Assistant Vice President



STATE OF: MISSISSIPPI  
 COUNTY OF: RANKIN

Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction, Karnesto Ward, who acknowledges that he is the Assistant Vice President, of Trustmark National Bank, a National Banking Association, and that he signed and delivered the above foregoing instrument, as the act and deed of said Banking Association, said being duly authorized so to do.

Given under my hand and official seal of office, this 14th of August, 2012.  
 NOTARY PUBLIC Wanda S. Wallace  
 My Commission Expires: 5/3/15

STATE OF: MISSISSIPPI  
 COUNTY OF: DESOTO

Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction aforesaid, the within name(s) Guy Matthew Rivers and Dana Rivers who acknowledges that she signed, executed and delivered the above foregoing instrument of writing on the date first above written as her voluntary act and deed.

Given under my hand and official seal of office, this 8th of August, 2012.  
 NOTARY PUBLIC Kelli Williams  
 My Commission Expires: 6-25-16



## **Exhibit "A"**

### **Legal Description to Deed of Trust**

Lot 26, Section A, Braybourne Subdivision, in Section 32, Township 1 South, Range 5 West, DeSoto County, Mississippi, as per plat thereof in Plat Book 59, Page 32, in the office of the Chancery Clerk of DeSoto County, Mississippi.